Insert Authorized User Name

Insert Authorized User Street Address

Insert Authorized User City, State, Zip Code

**Mini-Bid #** **INSERT Mini-Bid REFERENCE NUMBER**

**Insert Project Name**

|  |
| --- |
| **Contract Category: PROJECT BASED INFORMATION TECHNOLOGY CONSULTING SERVICES** **Group: 73600 Award Number: 22772****Fixed-Price basis only** **Insert Lot No.** |
| **DESIGNATED CONTACTS** |
| Primary Contact: **Insert First and Last Name**E-mail address: **Insert E-Mail Address** | Secondary Contact: **Insert First and Last Name**E-mail address: **Insert E-Mail Address** |
| New York State Governmental Entities must indicate if Procurement Lobbying Law/Restricted Period is in effect: [ ]  Yes [ ]  No |

If different than above, please mail the signed and notarized original of this document and any completed Attachment(s) to the following address:

 **Insert First and Last Name**

**Insert Authorized User Name**

**Insert Authorized User Street Address**

**Insert Authorized User City, State, Zip Code**

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| Contract Term, Extensions and No Cost Change Requests/Enhancements |
| *(The maximum term for any Authorized User Agreement is three (3) years from the beginning of the engagement.. The starting date for each Authorized User’s project will vary according to the date of the Mini-Bid award. An Authorized User Agreement that is fully executed prior to the expiration of the OGS Centralized Contract shall survive the expiration date of the OGS Centralized Contract, as defined in the OGS Centralized Contract.* *An Authorized User and Contractor are encouraged to plan accordingly and make allowances for Project Scope Changes and Change Requests.* *NO COST Change request: An Authorized User may reasonably amend a fixed-price deliverable, provided the amendment does not materially change the scope of the Deliverable, and it shall not result in a cost increase.**ENHANCEMENT BUDGET:*  *An Authorized User may include an enhancement budget in the Mini-Bid.* *Enhancements mean additional functionality and additional Deliverables unknown to the Authorized User at the time of Mini-Bid release. As such, an Authorized User’s project is permitted to include an Enhancement budget, as included in the Mini-Bid (up to 10%). The total cost including the Enhancement budget may not exceed the Lot parameters from which the award was made. An Authorized User shall use the Enhancement Request Template to reflect such modifications. )* |
| **Tentative Start Date** *Enter Date***through** *Enter Date* |
| **Authorized User’s Maximum Enhancement Budget Allowable Percentage**      % This figure is applied after the negotiations with Tentative Awardee and should not be included with the Contractor’s submission in response to this document.  |

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| MWBE Goals, Utilization and Staffing Plans |
| *(NYS Executive Agencies must follow internal policies on establishing MWBE goals, as follows. Other Authorized Users should follow their own internal policies according to Article 15A of the Executive Law. Please see* [*http://www.esd.ny.gov/MWBE.html*](http://www.esd.ny.gov/MWBE.html) *for more information. Other Authorized Users may wish to add MWBE utilization goals as they see fit.)***CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN ON NEW YORK STATE AGENCY AND AUTHORITY** (as defined in New York State Executive Law §310 and hereinafter referred to as “State Agency**”) MINI-BIDS** **POLICY STATEMENT** The **FILL IN STATE AGENCY NAME** as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of State Agency Authorized User Agreements. In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority- and Women-Owned Business Enterprises: Evidence from New York" (the “Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that **FILL IN STATE AGENCY NAME** establish goals for maximum feasible participation of New York State certified minority- and women–owned business enterprises (“MWBEs”) and the employment of minority groups members and women in the performance of New York State Contracts and State Agency Authorized User Agreements.**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS** By submission of response to this Mini-Bid, the Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the “Work”) except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.The Bidder further agrees to submit with the Mini-Bid response, a staffing plan on Form **FILL IN STATE AGENCY'S FORM NUMBER** identifying the anticipated work force to be utilized on the State Agency Authorized User Agreement and if awarded a State Agency Authorized User Agreement, will submit to **FILL IN STATE AGENCY NAME** upon request, a workforce utilization report on form **FILL IN STATE AGENCY'S FORM NUMBER**, identifying the workforce actually utilized on the State Agency Authorized User Agreement, if known.. Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. **BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)** For purposes of this State Agency Authorized User Agreement, **FILL IN STATE AGENCY NAME** hereby establishes a goal of **MBE %** for minority-owned business enterprises (MBEs) participation and **WBE %** for women-owned business enterprises (WBEs) participation (collectively referred to as MWBEs) for a total State Agency Authorized User Agreement MWBE goal of (**TOTAL %** OR GREATER). The total State Agency Authorized User Agreement goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this State Agency Authorized User Agreement. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/frontend/diversityusers.asp>.  Pursuant to 5 NYCRR § 142.8, a Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this State Agency Authorized User Agreement and ensure that the MWBEs utilized under the State Agency Authorized User Agreement perform commercially useful functions. Contractor agrees that **FILL IN STATE AGENCY NAME** may withhold payment pending receipt of the required MWBE documentation. Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the State Agency Authorized User Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the State Agency Authorized User Agreement, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, State Agency Authorized User Agreement, or project through which funds are passed in order to obtain the appearance of participation. **FILL IN STATE AGENCY NAME** will assess whether a MWBE is performing a commercially useful function by considering the following:(1) the amount of work subcontracted; (2) industry practices;(3) whether the amount the MWBE is to be paid under the State Agency Authorized User Agreement is commensurate with the work it is to perform; (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and (5) any other relevant factors.In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the State Agency Authorized User Agreement, such finding constitutes a breach of the State Agency Authorized User Agreement and **FILL IN STATE AGENCY NAME** may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the State Agency Authorized User Agreement MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the State Agency Authorized User Agreement. By submitting a Mini-Bid response, Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing: A. Contractors are required to submit a Utilization Plan on Form **FILL IN STATE AGENCY'S FORM NUMBER** with the Mini-Bid response. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State Agency Authorized User Agreement, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Agency Authorized User Agreement, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of a State Agency Authorized User Agreement that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Contractor acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the State Agency Authorized User Agreement; and, that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a State Agency Authorized User Agreement for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS certified MWBEs after the Award of the State Agency Authorized User Agreement and during the term of the State Agency Authorized User Agreement must be reported on a revised MWBE Utilization Plan and submitted to **FILL IN STATE AGENCY NAME**. B. **FILL IN STATE AGENCY NAME** will review the submitted MWBE Utilization Plan and advise the Contractor of **FILL IN STATE AGENCY NAME** acceptance or issue a notice of deficiency within twenty (20) days of receipt. C. If a notice of deficiency is issued; Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to **FILL IN STATE AGENCY NAME** a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by **FILL IN STATE AGENCY'S FORM NUMBER** to be inadequate, **FILL IN STATE AGENCY NAME** shall notify the Contractor and direct the Contractor to submit, within five (5) business days of notification by **FILL IN STATE AGENCY NAME**, a request for a partial or total waiver of MWBE participation goals on Form **FILL IN STATE AGENCY'S FORM NUMBER**. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Mini-Bid response.D. **FILL IN STATE AGENCY NAME** may disqualify a Contractor as being non-responsive under the following circumstances: a) If a Contractor fails to submit a MWBE Utilization Plan; b) If a Contractor fails to submit a written remedy to a notice of deficiency; c) If a Contractor fails to submit a request for waiver; or d) If **FILL IN STATE AGENCY NAME** determines that the Contractor has failed to document good faith efforts. A Contractor who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form **FILL IN STATE AGENCY NAME** at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by **FILL IN STATE AGENCY NAME** at that time, the provisions of clauses B-D above, will apply. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the State Agency Authorized User Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to the Award of the State Agency Authorized User Agreement may be made at any time during the term of the State Agency Authorized User Agreement to **FILL IN STATE AGENCY NAME**, but must be made no later than prior to the submission of a request for final payment on the State Agency Authorized User Agreement. E. **Monthly MWBE Contractor Compliance Report** Contractors are required to report Monthly MWBE Contractor Compliance to **FILL IN STATE AGENCY NAME** during the term of the State Agency Authorized User Agreement for the preceding month’s activity, documenting progress made towards achievement of the State Agency Authorized User Agreement MWBE goals. **FILL IN STATE AGENCY NAME** requests that all Contractors use the New York State Contract System (NYSCS) to report subcontractor and supplier payments made by Contractor to MWBEs performing commercially useful functions under the State Agency Authorized User Agreement. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State. If a Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form **FILL IN STATE AGENCY'S FORM NUMBER** to **FILL IN STATE AGENCY NAME.** More information about the NYSCS will be provided if Contractor is awarded a State Agency Authorized User Agreement. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the State Agency Authorized User Agreement, leading to the withholding of funds, suspension or termination of the State Agency Authorized User Agreement or such other actions or enforcement proceedings as allowed by the State Agency Authorized User Agreement. ALL FORMS ARE AVAILABLE AT: **FILL IN STATE AGENCY'S LOCATION OF MWBE FORMS**. |

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| Best Value Award Methodology |
| One award shall be awarded under this solicitation to the responsive and responsible bidder affording the best value to the State.Upon receipt of quotes, OGS will review all offers for quality, cost, and efficiency. Reference checks and/or interviews may be conducted. The bidder will be responsible for the availability of the references and staff. |
| Agency:      |
| Contractor:      |

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| Overview |
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| Agency:      |
| Contractor:      |

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| Mini-Bid Qualifications |
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| Agency:      |
| Contractor:      |

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| Key Events |
| *(An Authorized User should use this section to identify all dates and times associated with this Mini-Bid. There may be additional key events the Authorized User may wish to add.)* Minimum Time Frames from Mini-Bid Release to Bid Opening are as follows:* Lot 1 Mini-Bids: Five (5) Business Days
* Lot 2 Mini-Bids: Ten (10) Business Days
* Lot 3 Mini-Bids : Fifteen (15) Business Days
 |
| *The table below*  |

|  |  |  |
| --- | --- | --- |
| **Event** | **Date** | **Time** |
| Mini-Bid Release | **Enter Date** | **Enter Time** |
| OGS issues Request for Quote (RFQ) #1934 | **Enter Date** | **Enter Time** |
| Quote Due Date to OGS | **Enter Date** | **Enter Time** |
| Contract Start Date | **Enter Date** | **Enter Time** |
| Please note: **Insert Authorized User Name** will not accept any Mini-Bid responses received after **[****Enter Day, Date and Time Bids are Due].**  |

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| Quote Format and Content |
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| Agency:      |
| Contractor:      |

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| Technical Proposal |
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| Agency:      |
| Contractor:      |

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| Cover Letter |
|  |
| Contractor:       |

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| Experience and Qualifications |
|  |
| Agency:      |
| Contractor:      |

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| Bid Preparation |
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| Contractor:      |

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| Packaging of RFQ Response |
|  |
| Agency:      |
| Contractor:      |

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| Instructions for Quote Submission |
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| Agency:      |
| Contractor:      |

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| CONTRACTOR RESPONSE TEMPLATE |

**Contractor: When the Authorized User provides for electronic submission, please convert this executed document to PDF, attach this PDF with the Contractor’s full submission, and e-mail before the Mini-Bid Deadline.**

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| **The Contractor Submission must be fully and properly executed by an authorized person.  By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Mini-Bid (including any Questions/Answers or addendums), the OGS Centralized Contract and that all information provided is complete, true and accurate.** *(Where Procurement Lobbying Law is applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User’s procedures relative to permissible contacts.  Information may be accessed at: Procurement Lobbying:* [*http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html*](http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html)*)* |
| **The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this Mini-Bid or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the Mini-Bid must be received as specified in Key Dates and Events. Contractor assumes all risks for timely, properly submitted deliveries of this Mini-Bid response. A Contractor is strongly encouraged to arrange for delivery of Mini-Bid responses prior to the date of the bid opening. LATE MINI-BID RESPONSES may be rejected. The received time of Mini-Bid responses will be determined by the clock at the Authorized User’s location.**  |

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| **Contractor’s Federal Tax Identification Number***(Do Not Use Social Security Number)* | **Contractor’s NYS Vendor Identification Number** |
|       |       |
| Legal Business Name of Company Responding (must match the OGS Centralized Contract):       |
| D/B/A – Doing Business As (if applicable):       |
| OGS Centralized Contract Number:      |
| Contractor’s Signature:Title:      | Printed or Typed Name:     Date:      |
| * CONTRACTOR DECLINES TO RESPOND TO THE MINI-BID for the following reasons:
 |
|       |
| * Insurance Affirmation: All insurance forms, including Professional/Technology Errors and Omission and Crime Coverage have been provided to OGS and are up to date.
 |
| * Additional Incentives

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| **The information in this document defines the Authorized User’s Project and its scope. The Contractor is to return a project plan and financial submission based on the above information. The Contractor’s response to this Mini-Bid should address all elements included within the Mini-Bid, following the order listed in this document. No extraneous elements or enhancements are to be included.**  |

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

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| **STATE OF**       **}** **} SS.:**      **COUNTY OF**       **}**On the     \_\_\_\_\_\_day of      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20   \_\_, before me personally appeared      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_ maintains an office at      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and further that:  |
|  |
| **[Check One]** |
| ☐ | **If an individual): \_\_** executed the foregoing instrument in his/her name and on his/her own behalf. |
| ☐ | **If a corporation): \_\_** is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, **\_\_** executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation. |
| ☐ | **If a partnership): \_\_** is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership. |
| ☐ | **If a limited liability company): \_\_** is a duly authorized member of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company. |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Notary Public****Registration No.** |

**Requested Scope of Work**

# 1. Activities Outputs Requested

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| 1.1 Implement Service Request Items |
|  |
| Agency:      |
| Contractor: please provide a narrative explaining how you would accomplish this |
|       |

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| 1.2 Document consolidated change management and release processes and review the functional and technical implementation of both processes in serviceNow |
|  |
| Agency:      |
| Contractor: please provide a narrative explaining how you would accomplish this |
|       |

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| 1.3 Implement Configuration Management Database and Asset Management Modules |
|  |
| Agency:      |
| Contractor: please provide a narrative explaining how you would accomplish this |
|       |

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| 1.4 Training |
|  |
| Agency:      |
| Contractor: please provide a narrative explaining how you would accomplish this |
|       |

# Cost Substantiation

*Please provide a cost substantiation for each task delineating the hourly rates, number of work hours, and total cost for each job title assigned to the completion of the task. The stated hourly rates must be inclusive of all fees and out-of-pocket expenses, including all associated travel expenses such as travel to and from OSC’s office buildings.*

 *[Enter text in clear boxes provided.]*

|  |
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| 2.1 Implement Service Request Items  |

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title | Rate | Hours | Cost |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| Task Not-To-Exceed Amount | $ |

|  |
| --- |
| 2.2 Document consolidated change management and release processes and review the functional and technical implementation of both processes in serviceNow |

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title | Rate | Hours | Cost |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| Task Not-To-Exceed Amount | $ |

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| --- |
| 2.3 Implement Configuration Management Database and Asset Management Modules |

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title | Rate | Hours | Cost |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| Task Not-To-Exceed Amount | $ |

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| 2.4 Training |

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title | Rate | Hours | Cost |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
|  |  |  | $ |
| Task Not-To-Exceed Amount | $ |

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| --- |
| 2.5 Summary Budget |
|  |
| Task  | Amount |
| 1 | $ |
| 2 | $ |
| 3 | $ |
| 4 | $ |
| **Total Not-To-Exceed Amount <=$200,000** | $ |